TENDER NO: 4 S&T - IBS

LICENSING OF SPACE FOR INSTALLATION OF IBS/BTS/CELLULAR TOWER/POLE AT METRO STATIONS IN FOUR EXTENSIONS (PHASE-I), REACH-5 AND REACH-6 OF BMRCL NETWORK

ADDENDUM NO. 1 DATED 25.10.2024

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<tr><th>Sl. No.</th><th>Clause Reference / Page no.</th><th>Amendments</th></tr>
<tr><td colspan="3">Package 1: Qualification cum Technical Package</td></tr>
<tr><td>1.</td><td>Section I:

Index,

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WITH:

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<tr><td>APPENDIX V:</td><td>DECLARATION FOR ELEVATED <u>AND UNDER GROUND SECTIONS</u></td><td>89</td></tr>
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<tr><td>2.</td><td>Section I:

Notice Inviting Tender (NIT),

Tender Notification,

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<u>Key Details</u>

<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>1.</td><td>Earnest Money Deposit</td><td>INR 9,58,392/- (Indian Rupees Nine Lakhs Fifty Eight Thousand Three Hundred and Ninety Two only)
The Tenderer shall pay full Earnest Money Deposit amount through online payment in e-Procurement Portal (or) submit in the form of Electronic Bank Guarantee (eBG) /Bank Guarantee (BG).</td></tr>
<tr><td>2.</td><td>License Period</td><td>10 years.</td></tr>
<tr><td>6.</td><td>Date of Site Visits</td><td>From 02.09.2024 to 13.09.2024 during 11.00 Hrs to 17.00 Hrs (IST).</td></tr>
<tr><td>11.</td><td>Download of Tender Documents</td><td>Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal:</td></tr>
</table>
</td></tr>
</table>

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<table>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td></td><td>https://kppp.karnataka.gov.in/) from 30.08.2024 until midnight of 29.09.2024.</td></tr>
</table>
WITH:

<u>Key Details</u>
<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>1.</td><td>Earnest Money Deposit</td><td>INR 9,58,392/- (Indian Rupees Nine Lakhs Fifty Eight Thousand Three Hundred and Ninety Two only)
The Tenderer shall pay full Earnest Money Deposit amount through online payment in e-Procurement Portal.</td></tr>
<tr><td>2.</td><td>License Period</td><td><u>13 years</u>.</td></tr>
<tr><td>6.</td><td>Date of Site Visits</td><td>From <u>06.11.2024 to 16.11.2024</u> during 11.00 Hrs to 17.00 Hrs (IST).</td></tr>
<tr><td>11.</td><td>Download of Tender Documents</td><td>Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from <u>the Tender published date.</u></td></tr>
</table>
</td></tr>
<tr><td>3.</td><td>Section II:

Instructions to Tenderers,

Sl. No. 2.3, Para-2

Page no. 24 of 112.</td><td>
REPLACE:
In this Tender, BMRCL will provide rooms (of size as listed below) inside stations and space in tunnels (Underground section) for installation of BTS, DAS & IBS solutions for facilitating mobile network coverage (5G/4G) at all stations and tunnels (Underground section) as given in the Table-1, Table-2 and Table-3 below. Bidder has to take the complete room area listed in the table no.1, 2 & 3 below.

WITH:
In this Tender, BMRCL will provide rooms (of size as listed below) inside stations and space in tunnels (Underground section) for installation of BTS, DAS & IBS solutions for facilitating mobile network coverage (5G/4G) at <u>the stations listed in the Table 1, 2 & 3</u> and tunnels (Underground section) as given in the Table-1, Table-2 and Table-3 below. Bidder has to take the complete room area listed in the table no.1, 2 & 3 below.
</td></tr>
</table>

4.	Section I: Notice Inviting Tender (NIT), Clause no. 5 Page no. 12 of 112.	**REPLACE:** Tenders must be accompanied by Earnest Money Deposit as specified in ITT clause 2.7, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Guarantee will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (eBG) or Bank Guarantee**, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender). **WITH:** Tenders must be accompanied by Earnest Money Deposit as specified in ITT clause 2.7. Tender Guarantee have to be paid in full amount through online payment only in e-Procurement Portal.
5.	Section II: Instructions to Tenderers, Sl. No. 2.2.2 Page no. 20 of 112.	**REPLACE:** BMRCL invites in single stage two packet system, tender from reputed agencies individually or as Joint Venture/Consortium for "Licensing of Space for Installation of IBS/BTS/Cellular Tower/Pole at Metro Stations in Four Extensions of Phase-I, Reach-5 & Reach-6 of BMRCL Network". The rooms inside station for installation of BTS/IBS and roof top space for erecting pole/tower in listed stations as listed under Clause 2.3 of ITT are offered for licensing under this tender. The bidders have to compulsorily bid and take the complete room space available in all stations. For roof top space at stations wherever required, bidders have to take minimum of 5 sq. meters of roof top space. Additional roof top space required by the bidder shall be allocated in multiples of 1 sq meter on finalized rate subject to availability and technical feasibility. Decision of BMRCL is final in this regard. **WITH:** BMRCL invites in single stage two packet system, tender from reputed agencies individually or as Joint Venture/Consortium for "Licensing of Space for Installation of IBS/BTS/Cellular Tower/Pole at Metro Stations in Four Extensions of Phase-I, Reach-5 & Reach-6 of BMRCL Network". The rooms inside station for installation of BTS/IBS and roof top space for erecting pole/tower in listed stations as listed under Clause 2.3 of ITT are offered for licensing under this tender. The bidders have to compulsorily bid and take the complete room space available in **the stations listed in Table 1, 2, 3 of clause 2.3**. For roof top space at stations wherever required, bidders have to take minimum of **3 sq. meters** of roof top space. Additional roof top space required by the bidder shall be allocated in multiples of 1 sq meter on finalized rate subject to availability and technical feasibility. Decision of BMRCL is final in this regard.

6. Section II: Instructions to Tenderers, Sl. No. 2.3, Table-3 Page no. 24 of 112.

REPLACE:

Sl. No	Station Name (Reach-6)	Station Code	Room Dimensions (meters)	Tentative Room Area offered in Sq.mtrs*
Elevated Stations				
1.	Kalena Agrahara	GTGR	7.6 X 7.6	15.2
2.	Hulimavu	HIMU	7.6 X 7.6	15.2
3.	IIMB	IIM	7.6 X 7.6	15.2
4.	J P Nagar - IV Phase	JPNP	7.6 X 7.6	15.2
5.	Jayadeva Hospital	JDHP	7.6 X 7.6	15.2
6.	Sagar Hospitals	SGRC	7.6 X 7.6	15.2
Underground Stations				
7.	Dairy Circle	DIRC	7.6 X 7.6	15.2
8.	Lakkasandra	MICI	7.6 X 7.6	15.2
9.	Langford Town	LFTN	7.6 X 7.6	15.2
10.	Rashtriya Military School	VELA	7.6 X 7.6	15.2
11.	M G Road	MAGR	7.6 X 7.6	15.2
12.	Shivajinagar	SVJN	7.6 X 7.6	15.2
13.	Cantonment Rly Station	CMRS	7.6 X 7.6	15.2
14.	Pottery Town	PTYT	7.6 X 7.6	15.2
15.	Tannery Road	TNRD	7.6 X 7.6	15.2
16.	Venkateshapura	VKTP	7.6 X 7.6	15.2
17.	Kadugondanahalli	ABCG	7.6 X 7.6	15.2
18.	Nagavara	NGVR	7.6 X 7.6	15.2
	Total (Table-3)			**273.6**
	Total of Table-1, Table-2 & Table-3			**933.16**

WITH:

Sl. No	Station Name (Reach-6)	Station Code	Room Dimensions (meters)	Tentative Room Area offered in Sq.mtrs*
Elevated Stations				
1.	Kalena Agrahara	GTGR	7.6 X 7.6	15.2
2.	Hulimavu	HIMU	7.6 X 7.6	15.2
3.	IIMB	IIM	7.6 X 7.6	15.2
4.	J P Nagar - IV Phase	JPNP	7.6 X 7.6	15.2
5.	Jayadeva Hospital	JDHP	7.6 X 7.6	**Covered in Reach-5 section.**
6.	Sagar Hospitals	SGRC	7.6 X 7.6	15.2
Underground Stations				
7.	Dairy Circle	DIRC	7.6 X 7.6	15.2
8.	Lakkasandra	MICI	7.6 X 7.6	15.2
9.	Langford Town	LFTN	7.6 X 7.6	15.2
10.	Rashtriya Military School	VELA	7.6 X 7.6	15.2
11.	M G Road	MAGR	7.6 X 7.6	15.2
12.	Shivajinagar	SVJN	7.6 X 7.6	15.2
13.	Cantonment Rly Station	CMRS	7.6 X 7.6	15.2
14.	Pottery Town	PTYT	7.6 X 7.6	15.2
15.	Tannery Road	TNRD	7.6 X 7.6	15.2
16.	Venkateshapura	VKTP	7.6 X 7.6	15.2
17.	Kadugondanahalli	ABCG	7.6 X 7.6	15.2
18.	Nagavara	NGVR	7.6 X 7.6	15.2
	Total (Table-3)			**258.4**
	Total of Table-1, Table-2 & Table-3			**917.96**

7.	Section II: Instructions to Tenderers,	**REPLACE:**

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	Sl. No. 2.4 (b) Page no. 25 of 112.	The Qualified Bidder who has quoted the highest amount in Financial Bid under Appendix –III will be considered as (H1) for station space and the bidder shall be awarded the License for all stations mentioned under clause no. 2.3 of ITT. The selected Bidder shall be required to enter into the License Agreement with BMRCL. Bidders are requested to note that the terms of the License Agreement are final and non-negotiable and no requests for modification of the same will be considered by BMRCL. Any intimation of selection as Licensee from BMRCL pursuant to this Bid Document shall be subject to unconditional acceptance of the License Agreement by the Selected Bidder within the time frame stipulated by BMRCL. The bidders have to compulsorily bid and take the complete room space available in all stations. For roof top space at stations wherever required, bidders have to take minimum of 5 sq. meters of roof top space. Additional roof top space required by the bidder shall be allocated in multiples of 1 sq meter on finalized rate subject to availability and technical feasibility and decision of BMRCL. **WITH:** The Qualified Bidder who has quoted the highest amount in Financial Bid under Appendix –III will be considered as (H1) for station space and **as per the requirement of the bidder, he/she shall be awarded the License for the stations mentioned in Table 1,2 & 3 under clause no. 2.3 of ITT**. The selected Bidder shall be required to enter into the License Agreement with BMRCL. Bidders are requested to note that the terms of the License Agreement are final and non-negotiable and no requests for modification of the same will be considered by BMRCL. Any intimation of selection as Licensee from BMRCL pursuant to this Bid Document shall be subject to unconditional acceptance of the License Agreement by the Selected Bidder within the time frame stipulated by BMRCL. The bidders have to compulsorily bid and take the complete room space available in **12 UG stations and minimum of 25 elevated stations out of 50 Elevated stations**. **The first allotment of the elevated stations shall be for the number of Elevated stations (Minimum of 25) selected by the highest bidder. Thereafter, the 2nd. highest(H2) bidder will be offered from the remaining elevated stations, provided the 2nd. highest bidder matches the rate of the highest bidder (H1). If elevated stations are still remaining then the same will be offered to 3rd. highest Bidder (H3), 4th. Highest Bidder (H4) and so on, provided they match the rate of highest bidder (H1). The total number of stations licensed shall be finalized within 180 days. For unoccupied stations beyond this time frame by the bidders, the same shall be provided on H1 rate, if found feasible, only on sole discretion of BMRCL. BMRCL is free to market, unoccupied stations beyond this time frame on open/limited/single tender/Walk-in basis.** For roof top space at stations wherever required, bidders have to take minimum of **3 sq. meters** of roof top space. Additional roof top space required by the bidder shall be allocated in multiples of 1 sq meter on finalized rate subject to availability and technical feasibility and decision of BMRCL.

8.	Section II: Instructions to Tenderers, Sl. No. 2.5.2 Page no. 25 of 112.	**REPLACE:** **2.5.2 Financial Criteria** a) In case of single entity: The Tenderer shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23) of **Rs. 1,91,67,840/- (Rupees One Crore Ninety-One Lakhs Sixty-Seven Thousand Eight Hundred and Forty only).** For this purpose, audited Balance Sheets of last 3 years, certified by a Chartered Accountant, shall be attached, otherwise evaluation will not be carried out by BMRCL and tender is liable to be rejected. b) In case of JV/ Consortium: i. Lead member shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23), should be at least **Rs. 1,34,17,488/- (Rupees One Crore Thirty-Four Lakhs Seventeen Thousand Four Hundred and Eighty-Eight only).** ii. Other members (each) shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23), should be at least **Rs. 19,16,784/- (Rupees Nineteen Lakhs Sixteen Thousand Seven Hundred and Eighty-Four only).** iii. All combined the bidder shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year (2022-23) of **Rs. 1,91,67,840/- (Rupees One Crore Ninety-One Lakhs Sixty-Seven Thousand Eight Hundred and Forty only).** c) **Net Worth:** The net worth of the bidder should be positive in any two financial years out of last three financial years including the latest year (2022-23) in the **case of single entity.** **In case of JV/Consortium, the net worth of the lead member including** other members should be positive in any two financial years out of last three financial years including the latest year (2022-23). **WITH:** **2.5.2 Financial Criteria** a) In case of single entity: The Tenderer shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year **(2023-24)** of **Rs. 1,91,67,840/- (Rupees One Crore Ninety-One Lakhs Sixty-Seven Thousand Eight Hundred and Forty only).** For this purpose, audited Balance Sheets of last 3 years, certified by a Chartered Accountant, shall be attached, otherwise evaluation will not be carried out by BMRCL and tender is liable to be rejected. b) In case of JV/ Consortium:

		i. Lead member shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year **(2023-24)**, should be at least **Rs. 1,34,17,488/- (Rupees One Crore Thirty-Four Lakhs Seventeen Thousand Four Hundred and Eighty-Eight only).** ii. Other members (each) shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year **(2023-24),** should be at least **Rs. 19,16,784/- (Rupees Nineteen Lakhs Sixteen Thousand Seven Hundred and Eighty-Four only).** iii. All combined the bidder shall have a minimum average annual turnover during the last 3 years, ending 31st March of the previous financial year **(2023-24)** of **Rs. 1,91,67,840/- (Rupees One Crore Ninety-One Lakhs Sixty-Seven Thousand Eight Hundred and Forty only).** c) **Net Worth:** The net worth of the bidder should be positive in any two financial years out of last three financial years including the latest year **(2023-24)** in the **case of single entity.** **In case of JV/Consortium, the net worth of the lead member including** other members should be positive in any two financial years out of last three financial years including the latest year **(2023-24).**
9.	Section II: Instructions to Tenderer (ITT), Clause 2.7.2 (b) Page no. 27 of 112.	**REPLACE:** The Tenderer shall pay/furnish a Tender Guarantee for the value indicated in e-Procurement portal in the following mode: a) **Online payment** through e-Procurement portal, or b) an irrevocable **'Bank Guarantee* or' Electronic Bank Guarantee' (eBG)** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru as per Annexure 10.4 of Section VII. However, Bank Guarantee format is also available in https://tender.bmrc.co.in. ** In case of EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.* *The issuing Bank shall send the SFMS as detailed under to:* *Name: BANGALORE METRO RAIL CORPORATION LTD.,* *Name of the Bank: BANK OF INDIA* *Branch: CANTONMENT BRANCH, BENGALURU.* *Account No.: 840420110000760* *RTGS/IFSC: BKID0008404* *The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that*

		(scanned copy of BG) is uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified in clause 3.4.7 of section-III. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in in Key details (Tender Notification)/eProcurement Portal, the Tender will be summarily rejected. *The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.* *In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.* **WITH:** The Tenderer shall pay/furnish a Tender Guarantee for the value indicated in e-Procurement portal in the following mode: a) **Online payment** through e-Procurement portal, or b) Not Used. *In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.*
10.	Section II: Instructions to Tenderer (ITT), Clause 2.7.4 Page no. 28 of 112.	**REPLACE:** EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of EMD and non-submission of hardcopy as per clause 3.4.7 of section-III will be rejected by the Employer. **WITH:** EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of EMD will be rejected by the Employer.
11.	Section II: Instructions to Tenderer (ITT), Clause 2.7.8 Page no. 28 of 112.	**REPLACE:** The Bid will be summarily rejected by the Employer in case of: (i) Failure to deposit EMD online or failure to upload clear & readable copy of Bank Guarantee towards EMD. (ii) Failure to submit the original Bank Guarantee to BMRCL office within the date & time specified. (iii) If EMD is in the form of Bank Guarantee and is issued by a Co-operative Bank or from any source other than an

<table>
<tr><td></td><td></td><td>Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.
(iv)EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.
(v) Bank Guarantee's Validity is less than the "Tender validity Period" as mentioned in ITT clause 2.19.

In case EMD is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD within 10 (ten) working days from the date of request. Failure to provide a compliant EMD within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

WITH:

The Bid will be summarily rejected by the Employer in case of:
(i) Failure to deposit EMD online.
(ii) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.</td></tr>
<tr><td>12.</td><td>Section V:

Evaluation of Financial Bid,

Clause no. 5.6.1, Table, Sl.no. 3 & 6

Page no. 50 of 112.</td><td>REPLACE:

<table>
<tr><th>Sl. No.</th><th>Stages of Activity</th><th>Time Period</th></tr>
<tr><td>3</td><td>Duration of License Period</td><td>10 (Ten) years from date of first handing over of IBS room space/ roof top space.</td></tr>
<tr><td>6</td><td>Payment of FIRST QUARTERLY Advance License Fee to BMRCL by Licensee.</td><td>Within 30 days of date of issuance of LoA.

First quarterly advance License fee shall be charged for Total IBS room space of 933.16 sq.mtrs. The paid advance license fee shall be adjusted against the IBS room space of 933.16 sq.mtrs that are taken over subsequently by the Licensee until they take over IBS room space of 933.16 sq.mtrs with in stipulated period as specified in Section-VII – Indicative Draft License Agreement – Clause 3.0 of Appendix-II.</td></tr>
</table>

WITH:

<table>
<tr><th>Sl. No.</th><th>Stages of Activity</th><th>Time Period</th></tr>
</table>
</td></tr>
</table>

		3	Duration of License Period	**13 (Thirteen) years** from date of first handing over of IBS room space/ roof top space.
		6	Payment of FIRST QUARTERLY Advance License Fee to BMRCL by Licensee.	Within 30 days of date of issuance of LoA. First quarterly advance License fee shall be charged for Total IBS room space of **917.96 sq.mtrs**. The paid advance license fee shall be adjusted against the IBS room space of **917.96 sq.mtrs** that are taken over subsequently by the Licensee until they take over IBS room space of **917.96 sq.mtrs** with in stipulated period as specified in Section-VII – Indicative Draft License Agreement – Clause 3.0 of Appendix-II.
13.	Section VI: Terms and Conditions of Contract, Clause no. 6.9 Page no. 59 of 112.	**REPLACE:** **Preparation of Premises**: - The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to BMRCL within 30 days of issue of LOA. BMRCL will have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by BMRCL shall be mandatory. If Licensee fails to submit the plans, the Licensee Fee will commence as per Clause 3 of License Agreement. **WITH:** **Preparation of Premises**: - The LICENSEE must submit Preliminary Plans, Specifications and preliminary schedule as hereinafter defined, to BMRCL within **90 days** of issue of LOA. BMRCL will have the right to approve the LICENSEE's preliminary plans and specifications with such changes, as it may find necessary and compliance of all such changes and modifications in the preliminary plans as suggested by BMRCL shall be mandatory. If Licensee fails to submit the plans, the Licensee Fee will commence as per Clause 3 of License Agreement.	
14.	Section VI: Terms and Conditions of Contract, Clause no. 6.17, Para 2 Page no. 62 of 112	**REPLACE:** If the additional space sought by licensee is on terrace/ roof top, a minimum of 5 square meter area shall be allotted to the licensee. If the licensee requires more space than 5 square meter, then the request shall be considered to allot in minimum of 1 sqm area subject to availability. **WITH:** If the additional space sought by licensee is on terrace/ roof top, a minimum of **3 square meter** area shall be allotted to the licensee. If the licensee requires more space than **3 square meter**, then the request shall be considered to allot in minimum of 1 sqm area subject to availability.	
15.	Section VI:	**REPLACE:**		

	Terms and Conditions of Contract, Clause no. 6.21 Page no. 62 of 112	**Duration of License period: -** The License shall be for a period of 10 (Ten) years from the Start of License Fee payment. Based on the first 10 (Ten) years performance, extension may be granted for another period of 2 (Two) years, but only on mutually agreed terms and conditions. BMRCL reserves the right to not grant such extensions without assigning any reason whatsoever. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such extension is not granted. The quarterly fixed license fees / space rents, interest free security deposit, cable tray charges and maintenance charges will be increased by 7% after completion of each year from the date of commencement of license fee on a compounding basis. **WITH:** **Duration of License period: -** The License shall be for a period of 13 (Thirteen) years from the Start of License Fee payment. Based on the first 13 (Thirteen) years performance, extension may be granted for another period of 2 (Two) years, but only on **same terms and conditions of the existing contract**. BMRCL reserves the right to not grant such extensions without assigning any reason whatsoever. The licensee voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration in case such extension is not granted. The quarterly fixed license fees / space rents, interest free security deposit, cable tray charges and maintenance charges will be increased by 7% after completion of each year from the date of commencement of license fee on a compounding basis.
16.	Section VII: Appendix and Annexures, Sl. No. 1 e (2) Page no. 69 of 112.	**REPLACE:** Audited balance sheets for the preceding 3 financial years 2020-21, 2021-22 and 2022-23) as per clause 2.5.2 of ITT, section II (for each member in case of joint venture/consortium). **WITH:** Audited balance sheets for the preceding 3 financial years **2021-22, 2022-23 and 2023-24**) as per clause 2.5.2 of ITT, section II (for each member in case of joint venture/consortium).
17.	Section VII: Appendix and Annexures, Appendix I, Sl no. 11 Page no. 71 of 112.	**REPLACE:** 11. I/We agree to complete all the installation works in tunnels (laying of leaky cables etc.) within 90 days from approval of design documents by BMRCL. **WITH:** 11. I/We agree to complete all the installation works in tunnels (laying of leaky cables etc.) **within 120 days** from approval of design documents by BMRCL.

18.	Section VII: Appendix and Annexures, Draft License Agreement, Clause 3.0 Page no. 74 of 112.	**REPLACE:** The sites shall exclusively belong to the BMRCL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE. This License Agreement shall commence;– (i) **Case-1:** In the first lot, Licensee is expected to submit the plan for at least two IBS/CDMA rooms for each section. If all plans & other details are submitted for the first lot within 15 days of issue of LOA, then license fee will commence 60 days from the approval (in part/full) of such plans & details by BMRCL. License fee shall be charged only for the IBS/CDMA rooms that are taken over by the Licensee. (ii) **Case-2:** In the first lot, Licensee is expected to submit the plan for at least two IBS/CDMA rooms for each section. If all plans & other details are not submitted for the first lot within 15 days of issue of LOA, then license fee will commence 60 days from the first approval (in part/full) of such submissions by BMRCL. License fee shall be charged only for the IBS/CDMA rooms that are taken over by the Licensee. (iii) **Case-3:** If Licensee fails in submitting plans & other details within 730 days of issue of LOA, then license fee will commence on 731st day counted from the date of issue of LOA, for total IBS room size of 933.16 sq.mtrs. (iv) **Case-4**: In case of some stations which are not yet operational on the date of issue of LOA, the license fee will commence from the Revenue Operation Date (ROD) of metro train in those stations or 60 days from the date of site access given by BMRCL whichever is later. In case, the Bidder energizes his equipment before the ROD (with the permission of BMRCL), the license fee shall start from the date of energization of equipment and shall continue for a period of Ten (10) years from the date of commencement of license fees/space rents unless otherwise terminated as provided in Termination clause. **WITH:** The sites shall exclusively belong to the BMRCL, without creating any right, title or interest of whatsoever nature in the said premises in favour of the LICENSEE. This License Agreement shall commence;– (i) **Case-1:** In the first lot, Licensee is expected to submit the plan for at least two IBS/CDMA rooms for each section. If all plans & other details are submitted for the first lot within 15 days of issue of LOA, then license fee will commence **90 days** from the approval (in part/full) of such plans & details by BMRCL. License fee shall be charged only for the IBS/CDMA rooms that are taken over by the Licensee.

<table>
<tr><td></td><td></td><td>(ii) Case-2: In the first lot, Licensee is expected to submit the plan for at least two IBS/CDMA rooms for each section. If all plans & other details are not submitted for the first lot within 15 days of issue of LOA, then license fee will commence <u>90 days</u> from the first approval (in part/full) of such submissions by BMRCL. License fee shall be charged only for the IBS/CDMA rooms that are taken over by the Licensee.

(iii) Case-3: If Licensee fails in submitting plans & other details within 730 days of issue of LOA, then license fee will commence on 731st day counted from the date of issue of LOA, for total IBS room size of <u>917.96 sq.mtrs</u>.

(iv) Case-4: In case of some stations which are not yet operational on the date of issue of LOA, the license fee will commence from the Revenue Operation Date (ROD) of metro train in those stations or <u>90 days</u> from the date of site access given by BMRCL whichever is later. In case, the Bidder energizes his equipment before the ROD (with the permission of BMRCL), the license fee shall start from the date of energization of equipment and shall continue for a period of <u>Thirteen (13) years</u> from the date of commencement of license fees/space rents unless otherwise terminated as provided in Termination clause.</td></tr>
<tr><td>19.</td><td>Section VII:

Appendix and Annexures,

Appendix III (Financial Bid)
Price Bid Form

Page no. 85 of 112.</td><td>REPLACE:
<table>
<tr><th>Item description</th><th>Quantity in Sq.mtr</th><th>Unit</th><th>Unit Rate (INR)</th><th>Total amount</th></tr>
<tr><td>(a)</td><td>(b)</td><td>(c)</td><td>(d)</td><td>(e) = (b) x (d)</td></tr>
<tr><td>License fee/space rent for Licensing of Space for Installation of IBS/BTS/Cellular Tower/Pole at Metro Stations in Four Extensions of Phase-1, Reach-5 & Reach-6 of BMRCL Network.

(Bidder is required to compulsorily take complete IBS room space of 933.16 Square Meter. However, unit rate is to be quoted for ‘Per Square meter per month)</td><td>933.16</td><td>Per Square meter per month</td><td>(Unit Rate to be quoted by the Tenderer in eProcurement portal)</td><td>(Total amount to be arrived in eProcurement portal)</td></tr>
</table>
WITH:</td></tr>
</table>

			Item description	**Quantity in Sq.mtr**	**Unit**	**Unit Rate (INR)**	**Total amount**	
			(a)	(b)	(c)	(d)	(e) = (b) x (d)	
			License fee/space rent for Licensing of Space for Installation of IBS/BTS/Cellular Tower/Pole at Metro Stations in Four Extensions of Phase-1, Reach-5 & Reach-6 of BMRCL Network. (Bidder is required to compulsorily take complete IBS room space of **917.96** Square Meter. However, unit rate is to be quoted for 'Per Square meter per month)	**917.96**	Per Square meter per month	*(Unit Rate to be quoted by the Tenderer in eProcurement portal)*	*(Total amount to be arrived in eProcurement portal)*	
20.	Section VII: Appendix and Annexures, Appendix III (Financial Bid) Clause 2 Page no. 85 of 112.	**REPLACE:** **INSTRUCTIONS FOR COMPLETING THE PRICE BID FORM (PRICING DOCUMENT)** The rate quoted in the Financial Bid shall be applicable for all listed stations as per ITT clause 2.3. Bidder shall pay to BMRCL a Monthly Fixed License fee / space rent as per quoted rate, for operating at the Licensed Premises for a period of only ten (10) years from the commencement of License Fee. The fixed License Fee/Space Rent, other Maintenance Charges, cable tray charges and interest free security deposit will be escalated by 7% each year, on a compounding basis. GST shall be as applicable as per law. **WITH:** The rate quoted in the Financial Bid shall be applicable for all listed stations as per ITT clause 2.3. Bidder shall pay to BMRCL a Monthly Fixed License fee / space rent as per quoted rate, for operating at the Licensed Premises for a period of only **thirteen (13) years** from the commencement of License Fee. The fixed License Fee/Space Rent, other Maintenance Charges, cable tray charges and interest free security deposit will be escalated by 7% each year, on a compounding basis. GST shall be as applicable as per law.					
21.	Section VII: Appendix and Annexures, Appendix IV,	**REPLACE:**						

<table>
<tr><td></td><td>Clause no. d

Page no. 89 of 112.</td><td>Licensee will also do wiring within his shop/stall/kiosk by using GI conduit or fire resistance PVC casing/capping. The licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per BMRCL's approval).

WITH:

Licensee will also do wiring within his <u>IBS room/Tunnel/Rooftop area</u> by using GI conduit or fire resistance PVC casing/capping. The licensee shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various loads, plug point, light, fan etc. shall be as per BMRCL's approval).</td></tr>
<tr><td>22.</td><td>Section VII:

Appendix and Annexures,

Appendix V (Heading)

Page no. 89 of 112.</td><td>REPLACE:

APPENDIX- V: Declaration (For Elevated Section)

WITH:

APPENDIX –V: Declaration (For Elevated <u>and Under Ground Section</u>)</td></tr>
<tr><td>23.</td><td>Section VII:
Appendix and Annexures,

Annexure- VII

Page no. 104 of 112.</td><td>REPLACE:
Annexure – VII: FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

WITH:

NOT USED</td></tr>
<tr><td>24.</td><td>Section II:

Instructions to Tenderers,

Sl. No. 2.3

Page no. 24 of 112.</td><td>ADDITION:

Table-4: Tunnel Section

<u>Reach-6 (12 Under Ground Stations)</u>
<table>
<tr><th>Sl.No.</th><th>Station Name</th><th>Approximate difference in mtr</th></tr>
<tr><td>1.</td><td>Portal to Dairy Circle</td><td>614</td></tr>
<tr><td>2.</td><td>Dairy Circle to Mico Industries</td><td>763</td></tr>
<tr><td>3.</td><td>Mico Industries to Langford</td><td>712</td></tr>
<tr><td>4.</td><td>Langford Town to Vellara</td><td>715</td></tr>
<tr><td>5.</td><td>Vellara to M G Road</td><td>1046</td></tr>
<tr><td>6.</td><td>M G Road to Shivajinagar</td><td>1089</td></tr>
</table></td></tr>
</table>

		7. Shivajinagar to cantonment 861 8. Cantonment to Pottery 909 9. Pottery to Tannery 920 10. Tannery to Venkateshpura 834 11. Venkateshpura to Arabic 1187 12. Arabic college to Nagawara 1141 **Station Box Length:** **Sl.No. / Station Name / Approximate Station Box Length (M)** 1. Dairy Circle 202.7 2. Mico Industries 199 3. Langford Town 278 4. Vellara 236.5 5. M G Road 192 6. Shivajinagar 192 7. Cantonment 202.7 8. Pottery Town 223 9. Tannery Road 203.6 10. Venkateshpura 203.6 11. Arabic College 211.7 12. Nagawara 214 **Station depth from Ground to undercraft is approximately 15 mtr, it varies from station to station.** **All UG Stations concourse width is approximately 25 mtr, it varies from station to station.**
25.	Section II: Instructions to Tenderers, Sl. No. 2.5.3 (i) heading Page no. 26 of 112.	**REPLACE:** Access Service License/IP-1 Registration Certificate **WITH:** **Unified License/IP-1 Registration Certificate**

26.	Section V: Evaluation of Financial Bid Clause 5.1 (ii) Page no. 49 of 112.	**REPLACE:** Bidder has to bid for complete room space of all stations listed from different sections under Clause 2.3 of ITT, Section II and the Bidder shall fill in and complete the Pricing document (Financial Package) online through Karnataka Public Procurement Portal (eProcurement portal) only. No hardcopy of commercials should be attached or disclosed elsewhere. **WITH:** Bidder has to bid for complete room space of **the stations listed in Table 1, 2, 3 of** Clause 2.3 of ITT, Section II and the Bidder shall fill in and complete the Pricing document (Financial Package) online through Karnataka Public Procurement Portal (eProcurement portal) only. **No hardcopy of commercials should be attached or disclosed elsewhere**.
27.	Section VI: Terms and Conditions of Contract Clause 6.4.13.3 Page 57 of 112	**REPLACE:** **Late Payments and Management of Contract**: - For late payments by the licensee, interest at the rate of **24%** on the amount of license fee and other dues payable remaining outstanding and after the due date and falling in arrears along with applicable rate of GST will be charged. Interest shall accrue till the license fees and other dues are finally deposited by the licensee to BMRCL and realization of receipts. For calculating number of months, for which the amount remained outstanding, a part month will be treated as a month. BMRCL will have the right to invoke this clause simultaneously with Clause–26 of General Terms and Conditions of the License Agreement and BMRCL may accordingly impose a fine/penalty for late payment. In no case payments, even part of the quarterly advance payment, shall be allowed to remain outstanding beyond the running quarter and in contravention of this, License Agreement may be terminated by BMRCL as per the procedure given hereunder. **WITH:** **Late Payments and Management of Contract**: - For late payments by the licensee, interest at the rate of **SBI MCLR +2%** on the amount of license fee and other dues payable remaining outstanding and after the due date and falling in arrears along with applicable rate of GST will be charged. Interest shall accrue till the license fees and other dues are finally deposited by the licensee to BMRCL and realization of receipts. For calculating number of months, for which the amount remained outstanding, a part month will be treated as a month. BMRCL will have the right to invoke this clause simultaneously with Clause–26 of General Terms and Conditions of the License Agreement and BMRCL may accordingly impose a fine/penalty for late payment. In no case payments, even part of the quarterly advance payment, shall be allowed to remain outstanding beyond the running quarter and in contravention of this, License Agreement may be terminated by BMRCL as per the procedure given hereunder.

<table>
<tr>
<td>28.</td>
<td>In KPPP portal website,

Tender no. 4 S&T-IBS,

Tender Schedule</td>
<td>REPLACE:
<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>6.</td><td>Last Date and Time for Receipt of Tenders</td><td>04.11.2024 at 15.00 Hrs. (IST)</td></tr>
<tr><td>7.</td><td>Date and Time for opening of Technical Bid in eProcurement portal</td><td>05.11.2024 at 15.30 Hrs. (IST)</td></tr>
<tr><td>8.</td><td>Date and Time for opening of Financial Bid in eProcurement portal</td><td>26.11.2024 at 15.30 Hrs. (IST)</td></tr>
</table>
WITH:
<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>6.</td><td>Last Date and Time for Receipt of Tenders</td><td><u>25.11.2024</u> at 15.00 Hrs. (IST)</td></tr>
<tr><td>7.</td><td>Date and Time for opening of Technical Bid in eProcurement portal</td><td><u>26.11.2024</u> at 15.30 Hrs. (IST)</td></tr>
<tr><td>8.</td><td>Date and Time for opening of Financial Bid in eProcurement portal</td><td><u>26.12.2024</u> at 15.30 Hrs. (IST)</td></tr>
</table>
</td>
</tr>
</table>

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